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Civil Complaint

Plaintiff: Sunco Timber Kun Shan Co., Ltd., unified social credit code: 9132058374733835XW, legal representative Xiao Ruihua, chairman of the board of directors of the company, Address: No. 327, Jinshang Road, Jinxi Town, Kunshan City, Jiangsu Province

Defendant: Linda Sun, Date of Birth: July 16, 1946, Passport No.: 577710121.

Request:

1. The defendant is ordered to compensate the plaintiff for the loss of payment for goods equaling to US\$ 6,712,182.11 (equivalent to RMB 46,730,580.43) and interest loss of RMB 200,000, totaling RMB 46,930,580.43 (the interest loss is based on RMB 46,930,580.43, calculated from April 30, 2019, temporarily calculated to December 31, 2020, and finally calculated to the date of actual payment); calculated at twice the quoted market rate for loans announced by the National Interbank Funding Center);

2. All litigation costs in this case shall be borne by the defendant.

Facts and Reasons:

The defendant was originally the sole shareholder of the plaintiff and transferred 52% of its shares to Jiangsu Qiyi Investment Co., Ltd. in 2014. The defendant continued to be the chairman of the board, substantially controlled the company, and was responsible for all matters related to external sales. Moreover, all of the plaintiff's business was foreign sales and had only one customer. As of April 29, 2019, INFINNITY WOOD PRODUCTS, LLC owed the plaintiff US\$ 6,712,182.11 for goods. On June 14, 2019, the defendant suddenly disappeared. The plaintiff demanded payment from INFINNITY WOOD PRODUCTS, LLC, but the company ignored the request. The plaintiff learned through inquiry that US Yingfengli Co., Ltd. was the company of his son David Sun. As one of the plaintiff's shareholders and serving as chairman, the defendant used his position to conduct related transactions, which resulted in the company being unable to claim the above-mentioned funds. The defendant has violated the relevant provisions of the Company Law and should bear liability for compensation according to law.

In summary, in order to protect my legitimate rights and interests, the plaintiff has filed a lawsuit with your court and hopes that the court will rule as requested.

Sincerely,

Suzhou Intermediate People's Court

The person who filed the complaint: [stamp: **SUNCO TIMBER (KUNSHAN) CO., LTD.**
3205830511361]

December 24, 2020

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民 事 诉 状

原告：森科木业（昆山）有限公司，统一社会信用代码：9132058374733835XW，法定代表人肖瑞华，该公司董事长，住所江苏省昆山市锦溪镇锦商路 327 号

被告：孙琳达（Linda Sun），出生日期：1946 年 7 月 16 日，护照号码：577710121.

请求事项：

1、判令被告赔偿原告货款损失 6712182.11 美元（折合人民币 46730580.43 元）及利息损失 200000 元，两项合计 46930580.43 元（利息损失以 46930580.43 元为基数，自 2019 年 4 月 30 日计算，暂算至 2020 年 12 月 31 日，终计至实际支付之日止；按照全国银行间同业拆借中心公布的贷款市场报价利率的两倍计算）；

2、本案全部诉讼费用由被告承担。

事实与理由：

被告原为原告独资股东，2014 年将 52% 的股权转让给江苏奇意投资有限公司，被告继续为董事长，实际控制公司，负责对外销售的一切事宜，而且原告的所有业务均是外销，且仅有一家客户，截止 2019 年 4 月 29 日，INFINNITY WOOD PRODUCTS, LLC（美国盈枫利责任有限公司）结欠原告货款 6712182.11 美元，2019 年 6 月 14 日被告突然销声匿迹，原告向美国盈枫利责任有限公司追要货款，该公司置之不理。原告经查询得知，美国盈枫利责任有限公司为其儿子孙福君（David Sun）的公司，被告作为原告的股东之一、任董事长职务，利用上述地位进行关联交易导致公司无法索要上述款项，被告已经违反公司法的相关规定，依法应当承担赔偿责任。

综上，原告为维护自身合法权益，特向贵院起诉，望判如所请。

此致

苏州中级人民法院

